


<b>INVITATION TO BID</b>  STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED:  <b>MAY 06, 2004    10:00 AM</b>	
=====> <b>VENDOR NO. :</b> <b>SOLICITATION :</b> 2188087 <b>FILE NO. :</b> <b>OPENING DATE :</b> 05/06/04  <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		<b>PURCHASING AGENCY NO. :    107001</b>  <b>SEE NO. 8 BELOW. RETURN BID TO</b> <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> <span>2188087</span> <span>05/06/04</span> </div> <b>OFFICE OF STATE PURCHASING</b> <b>OFFICE OF STATE PURCHASING</b> <b>POST OFFICE BOX 94095</b> <b>BATON ROUGE, LA 70804-9095</b>  <div style="display: flex; justify-content: space-between;"> <div> <b>BUYER :</b>    JAMES CAZES  <b>BUYER PHONE :</b>    (225) 342-5258  <b>DATE ISSUED :</b>    04/13/04  <b>REQ. AGENCY :</b>    107001         </div> <div style="text-align: right;">FOLD HERE--&gt;</div> </div> <b>OFFICE OF STATE PURCHASING</b> <b>AGENCY REQ. NO. :</b> <b>ISIS REQ. NO. :</b> 1261741 <b>VENDOR PHONE :</b> <b>FISCAL YEAR :</b> 05 <b>CLASS/SUBCLASS :</b> 19568 <b>SCHEDULED BEGIN DATE :</b> 06/01/04 <b>SCHEDULED END DATE :</b> 05/30/05 <b>T-NUMBER :</b> 92149			
<b>FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</b>					
<i>RAPIDPRINT BN DATE &amp; TIME STAMP CONTRACT</i> <i>FOR THE PERIOD OF 6/01/04 THRU 05/30/05</i>					
<b>TO BE COMPLETED BY VENDOR</b>					
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).					
<b>INSTRUCTIONS TO BIDDERS</b>					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. <span style="float: right;">FOLD HERE--&gt;</span> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 045DAYS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.					
<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>		<b>TITLE</b>		<b>DATE</b>	
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>			<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>		



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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			



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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol>			



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<p>1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: OFFICE OF STATE PURCHASING P O BOX 94095 BATON ROUGE LA 70804-9095</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:</p> <p>OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE &amp; TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>***** PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. *****</p> <p><b>**ATTENTION:**</b></p> <p>RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.</p> <p>2 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE?    YES_____</p> <p>SPECIFY LINE NUMBER (S) : _____</p> <p>_____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED,</p>			



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PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

3 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

\*\*\*\*\*  
MINIMUM ORDER ON THIS CONTRACT WILL BE \$ 50.00. ORDERS LESS THAN THE MINIMUM SHALL BE FOB DESTINATION, FREIGHT TO BE PAID BY THE AGENCY. THIS CHARGE FOR FREIGHT SHALL NOT EXCEED \$ 5.00

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4 F.O.B. AGENCY ALL PRICES AND TERMS SHALL BE NET

DELIVER TO: ANY AGENCY OF THE STATE GOVERNMENT ELIGIBLE BY STATE STATUTE AND/OR AUTHORIZED TO PURCHASE FROM THIS CONTRACT. DELIVERY TO BE MADE UPON ISSUANCE OF A PURCHASE RELEASE ORDER.

INVOICE TO: AS REQUESTED ON PURCHASE RELEASE ORDER.

CONTRACT SCOPE: STATEWIDE CONTRACT FOR RAPIDPRINT DATE & TIME STAMP EQUIPMENT. THIS IS A BRAND NAME CONTRACT.

CONTRACT PERIOD:

THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED TWELVE (12) MONTHS, SCHEDULED TO BEGIN JUNE 1, 2003 OR DATE OF AWARD, WHICHEVER IS LATER. DELAYS IN AWARD, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THIS SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN TWELVE (12) MONTHS ON ITEMS AFFECTED.

RENEWAL: AT THE OPTION OF THE DIVISION OF ADMINISTRATION AND BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS, CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.



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<p>THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. BIDDERS ARE TO QUOTE EACH LINE ITEM. AGENCIES MAY ISSUE ORDERS FOR INDIVIDUAL ITEMS IN QUANTITIES OF ONE OR GREATER.</p> <p>BASED ON PREVIOUS USAGE, THE VALUE OF THIS CONTRACT IS ESTIMATED TO BE APPROXIMATELY \$ 27,220.00</p> <p>ALL STATE AGENCIES ARE DIRECTED TO ISSUE PURCHASE RELEASE ORDERS FOR A SUPPLY OF THE ITEMS REQUIRED AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE DIVISION OF ADMINISTRATION ARE DIRECTED TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND LINE ITEM NUMBERS.</p> <p style="text-align: center;">SPECIAL CONDITIONS</p> <p>1. PRICES: ALL PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. WHENEVER THERE IS A REDUCTION IN PRICE WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIVISION OF ADMINISTRATION, STATE DIRECTOR OF PURCHASING, OR HER DESIGNEE.</p> <p>PRICES MAY NOT EXCEED THE CURRENT NATIONAL ADVERTISED AND AVAILABLE GENERAL SERVICES ADMINISTRATION (GSA) GOVERNMENTAL PRICE LIST.</p> <p>THE STATE DOES NOT INTEND TO AWARD OR TO MAINTAIN ANY ITEM IN ANY GROUP THAT IS OFFERED AT A PRICE EQUAL TO OR ABOVE THE MANUFACTURER'S LIST PRICE.</p> <p>DURING THE COURSE OF THE CONTRACT, ANY PRICE REDUCTION IN THE MANUFACTURER'S PUBLISHED PRICES MUST BE IMMEDIATELY EXTENDED TO THE STATE BY THE CONTRACT DEALER. FAILURE TO OFFER THE BENEFIT OF THESE PRICE REDUCTIONS TO THE STATE WITHIN TWO (2) WEEKS AFTER GENERAL ANNOUNCEMENT MAY RESULT IN THE CANCELLATION OF THIS CONTRACT. THESE PRICE REDUCTIONS MUST BE GRANTED ON ANY ORDER NOT SHIPPED. VENDOR MUST MAINTAIN A LIST OF EQUIPMENT ON ORDER AND BE ABLE TO PROVIDE A LIST TO THE OFFICE OF STATE PURCHASING WITHIN 48 HOURS OF THE REQUEST.</p> <p>2. DELIVERIES: CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</p> <p>3. INVOICES: INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p>			



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<p>4. TERMINATION</p> <p>TERMINATION FOR CAUSE</p> <p>STATE MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT PROVIDED THAT THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE CONTRACTOR'S FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE OF FAILURE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN THE STATE MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE SPECIFIED IN SUCH NOTICE. FAILURE TO PERFORM WITHIN THE TIME SPECIFIED IN THE BID DOCUMENT OR BID RESPONSE SHALL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO OBTAIN ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID RESPONSE FROM THE DEFAULTING CONTRACTOR SHALL BE CONSIDERED.</p> <p>CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF THE STATE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT PROVIDED THAT THE CONTRACTOR SHALL GIVE THE STATE WRITTEN NOTICE SPECIFYING THE STATE'S FAILURE AND A REASONABLE OPPORTUNITY FOR THE STATE TO CURE THE DEFECT.</p> <p>TERMINATION FOR CONVENIENCE</p> <p>STATE MAY TERMINATE THE CONTRACT AT ANY TIME WITHOUT PENALTY BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION OR NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. CONTRACTOR SHALL BE ENTITLED TO PAYMENT FOR DELIVERABLES IN PROGRESS, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.</p> <p>TERMINATION FOR NON-APPROPRIATION OF FUNDS</p> <p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS BY THE LEGISLATURE TO FULFILL THE REQUIREMENTS OF THE CONTRACT. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF A CONTRACT OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR OR FOR ANY OTHER LAWFUL PURPOSE AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE LAST DAY OF THE FISCAL YEAR FOR WHICH FUNDS WERE APPROPRIATED.</p> <p>5. PAYMENT: STATE AGENCIES ARE DIRECTED TO PAY THE CONTRACTOR UPON PRESENTATION OF PROPERLY EXECUTED INVOICE AFTER GOODS HAVE BEEN RECEIVED, INSPECTED AND ACCEPTED. INVOICES WILL BE PAID</p>			



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<p>           WITHIN 30 DAYS OF RECEIPT OF PROPERLY EXECUTED INVOICE, OR RECEIPT OF GOODS, WHICHEVER IS LATER. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PARTIAL PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENTS WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON PURCHASE RELEASE ORDER.         </p> <p>ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.</p> <p>           6. INDEMNITY: CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURES, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE IT OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR EMPLOYEES.         </p> <p>INDEMNIFICATION AND LIMITATION OF LIABILITY</p> <p>NEITHER PARTY SHALL BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE BEYOND ITS CONTROL RESULTING FROM ACTS OF GOD OR FORCE MAJEURE. THE PARTIES SHALL USE REASONABLE EFFORTS TO ELIMINATE OR MINIMIZE THE EFFECT OF SUCH EVENTS UPON PERFORMANCE OF THEIR RESPECTIVE DUTIES UNDER THIS CONTRACT.</p> <p>CONTRACTOR SHALL BE FULLY LIABLE FOR THE ACTIONS OF ITS AGENTS, EMPLOYEES, PARTNERS OR SUBCONTRACTORS AND SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE STATE FROM SUITS, ACTIONS, DAMAGES AND COSTS OF EVERY NAME AND DESCRIPTION RELATING TO PERSONAL INJURY AND DAMAGE TO REAL OR PERSONAL TANGIBLE PROPERTY CAUSED BY CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS OR SUBCONTRACTORS, WITHOUT LIMITATION; PROVIDED, HOWEVER, THAT THE CONTRACTOR SHALL NOT INDEMNIFY FOR THAT PORTION OF ANY CLAIM, LOSS OR DAMAGE ARISING HEREUNDER DUE TO THE NEGLIGENT ACT OR FAILURE TO ACT OF THE STATE.</p> <p>CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE STATE HARMLESS, WITHOUT LIMITATION, FROM AND AGAINST ANY AND ALL DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS JUDGMENTS, LIABILITIES AND COSTS WHICH MAY BE FULLY ASSESSED AGAINST THE STATE IN ANY ACTION FOR INFRINGEMENT OF A UNITED STATES LETTER PATENT WITH RESPECT TO THE SERVICES, EQUIPMENT OR OTHER MATERIAL FURNISHED BY CONTRACTOR UNDER ITS BID RESPONSE AND THE CONTRACT, OR OF ANY COPYRIGHT TRADEMARK, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT, PROVIDED THAT THE STATE SHALL GIVE THE CONTRACTOR: (I) PROMPT WRITTEN NOTICE OF ANY ACTION, CLAIM OR THREAT OF INFRINGEMENT SUIT, OR OTHER SUIT, (II) THE OPPORTUNITY TO TAKE OVER, SETTLE OR DEFEND SUCH ACTION, CLAIM OR SUIT AT CONTRACTOR'S SOLE EXPENSE, AND (III) ASSISTANCE IN THE DEFENSE OF ANY SUCH ACTION AT THE EXPENSE OF CONTRACTOR. WHERE A DISPUTE OR</p>			



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<p>CLAIM ARISES RELATIVE TO A REAL OR ANTICIPATED INFRINGEMENT, THE STATE MAY REQUIRE CONTRACTOR AT ITS SOLE EXPENSE, TO SUBMIT SUCH INFORMATION AND DOCUMENTATION, INCLUDING FORMAL PATENT ATTORNEY OPINIONS, AS THE COMMISSIONER OF ADMINISTRATION SHALL REQUIRE.</p> <p>THE CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY THAT PORTION OF A CLAIM OR DISPUTE BASED UPON: I) STATE'S UNAUTHORIZED MODIFICATION OR ALTERATION OF A SERVICE; II) STATE'S USE OF THE SERVICE IN COMBINATION WITH OTHER SERVICES NOT FURNISHED BY CONTRACTOR; III) STATE'S USE IN OTHER THAN THE SPECIFIED OPERATING CONDITIONS AND ENVIRONMENT.</p> <p>IN ADDITION TO THE FOREGOING, IF THE USE OF ANY ITEM(S) OR PART(S) THEREOF SHALL BE ENJOINED FOR ANY REASON OR IF CONTRACTOR BELIEVES THAT IT MAY BE ENJOINED, CONTRACTOR SHALL HAVE THE RIGHT, AT ITS OWN EXPENSE AND SOLE DISCRETION AS THE STATE'S EXCLUSIVE REMEDY TO TAKE ACTION IN THE FOLLOWING ORDER OF PRECEDENCE: (I) TO PROCURE FOR THE STATE THE RIGHT TO CONTINUE USING SUCH ITEM(S) OR PART(S) THEREOF, AS APPLICABLE; (II) TO MODIFY THE COMPONENT SO THAT IT BECOMES NON-INFRINGEMENT EQUIPMENT OF AT LEAST EQUAL QUALITY AND PERFORMANCE; OR (III) TO REPLACE SAID ITEM(S) OR PART(S) THEREOF, AS APPLICABLE, WITH NON-INFRINGEMENT COMPONENTS OF AT LEAST EQUAL QUALITY AND PERFORMANCE, OR (IV) IF NONE OF THE FOREGOING IS COMMERCIALY REASONABLE, THEN PROVIDE MONETARY COMPENSATION TO THE STATE UP TO THE DOLLAR AMOUNT OF THE CONTRACT.</p> <p>FOR ALL OTHER CLAIMS AGAINST THE CONTRACTOR WHERE LIABILITY IS NOT OTHERWISE SET FORTH IN THE CONTRACT AS BEING "WITHOUT LIMITATION", AND REGARDLESS OF THE BASIS ON WHICH THE CLAIM IS MADE, CONTRACTOR'S LIABILITY FOR DIRECT DAMAGES, SHALL BE THE GREATER OF \$100,000, THE DOLLAR AMOUNT OF THE CONTRACT, OR TWO (2) TIMES THE CHARGES FOR SERVICES RENDERED BY THE CONTRACTOR UNDER THE CONTRACT. UNLESS OTHERWISE SPECIFICALLY ENUMERATED HEREIN MUTUALLY AGREED BETWEEN THE PARTIES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (UNLESS THE CONTRACTOR IS REQUIRED TO BACK-UP THE DATA OR RECORDS AS PART OF THE WORK PLAN), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE OR LOST INSTITUTIONAL OPERATING SAVINGS.</p> <p>THE STATE MAY, IN ADDITION TO OTHER REMEDIES AVAILABLE TO THEM AT LAW OR EQUITY AND UPON NOTICE TO THE CONTRACTOR, RETAIN SUCH MONIES FROM AMOUNTS DUE CONTRACTOR, OR MAY PROCEED AGAINST THE PERFORMANCE AND PAYMENT BOND, IF ANY, AS MAY BE NECESSARY TO SATISFY ANY CLAIM FOR DAMAGES, PENALTIES, COSTS AND THE LIKE ASSERTED BY OR AGAINST THEM.</p> <p>7. INSURANCE - COMPENSATION , PUBLIC LIABILITY AND PROPERTY COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.</p> <p>CONTRACTOR'S LIABILITY INSURANCE:</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE</p>			



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REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE:  
 THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES:  
 THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

8. TERMS AND CONDITIONS: THIS CONTRACT CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDORS' PRE-PRINTED FORMS IS NOT ALLOWED.

9. SUBSTITUTES: ONLY BRAND NAMES AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING.

\*\*\*\*\*THIS IS A BRAND NAME CONTRACT\*\*\*\*\*

10. RISK OF LOSS/PASSAGE OF TITLE: TITLE TO THE EQUIPMENT PURCHASED UNDER THIS CONTRACT SHALL PASS FROM CONTRACTOR TO STATE ON THE DATE OF INSTALLATION FOR CONTRACTOR-INSTALLED EQUIPMENT OR ON THE DATE OF DELIVERY FOR STATE-INSTALLED EQUIPMENT. PRIOR TO THE PASSAGE OF TITLE ALL RISK OF LOSS OR DAMAGE SHALL BE ON THE CONTRACTOR.

11. WARRANTY: CONTRACTOR SHALL PROVIDE THE STANDARD WARRANTY



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<p> <i>OFFERED BY THE MANUFACTURER FOR THE EQUIPMENT BID- EXCEPT, THAT THE WARRANTY AT A MINIMUM SHALL BE FOR A TERM OF AT LEAST NINETY (90) DAYS COMMENCING ON THE "DATE OF SATISFACTORY INSTALLATION FOR CONTRACTOR-INSTALLED EQUIPMENT, OR ON THE DATE OF DELIVERY FOR STATE-INSTALLED EQUIPMENT, AND THAT THE WARRANTY INCLUDE THAT ALL REPAIRS AND REPLACEMENT SHALL BE AT NO COST TO THE STATE. IN ADDITION, IF A UNIT FAILS WITHIN SEVEN (7) DAYS OF SATISFACTORY INSTALLATION (IF VENDOR-INSTALLED) OR WITHIN SEVEN (7) DAYS OF DELIVERY (IF STATE INSTALLED), THE ENTIRE UNIT WILL BE REPLACED BY THE CONTRACTOR UNLESS THE STANDARD MANUFACTURER'S WARRANTY PROVIDES FOR REPAIR OF THE UNIT, IN WHICH CASE, THE CONTRACTOR MAY PROVIDE ON-SITE REPAIR SERVICE AT NO ADDITIONAL COST, TO THE EXTENT THAT THE STANDARD MANUFACTURER'S WARRANTY DIFFERS FROM THE FOREGOING MINIMUM REQUIREMENTS FOR THE STATE REQUIRED.</i> </p> <p> <i>WARRANTY, THE STATE'S MINIMUM REQUIREMENTS SHALL PREVAIL. THE STATE WILL ACCEPT ANY WARRANTY THAT EXCEEDS THESE MINIMUM REQUIREMENTS.</i> </p> <p> <i>THE ABOVE STATE WARRANTIES SHALL BE VOIDED AND SHALL TERMINATE IF THE EQUIPMENT SYSTEM COMPONENTS ARE MODIFIED OR ALTERED BY OTHER THAN THE AUTHORIZED CONTRACTOR PERSONNEL.</i> </p> <p> <i>ANY DAMAGES TO THE ORIGINAL EQUIPMENT CAUSED BY CUSTOMER ADDED COMPONENTS SHALL VOID THE WARRANTY, AND REPAIR OF SAID UNIT BECOMES THE RESPONSIBILITY OF THE CUSTOMER.</i> </p> <p> <i>RE-CERTIFICATION OF WARRANTY SHALL THEN BE NEGOTIATED BETWEEN THE CUSTOMER AND THE VENDOR. THE WARRANTY DOES NOT COVER DEFECTS OR DAMAGE NOT CAUSED OR OCCASIONED BY THE VENDOR.</i> </p> <p> <i>CUSTOMER/VENDOR MAY VERIFY MACHINE CONDITION OR WARRANTY THROUGH REMOVAL OF ANY OR ALL OF THE COMPONENTS ADDED FOLLOWING INITIAL PROCUREMENT OF THE SYSTEM.</i> </p> <p> <i>THE VENDOR OF A BRAND NAME STATE CONTRACT MAY USE A THIRD PARTY WARRANTY PROVIDER WHEN DEMAND FOR SUPPORT OR REPAIR IS GREATER THAN THAT WHICH THE VENDOR'S "IN-HOUSE" SUPPORT TEAM CAN PROVIDE. AT NO TIME DOES THIS RELIEVE THE CONTRACT VENDOR OF HIS RESPONSIBILITY FOR ANY AND ALL REQUIREMENTS THAT OFFICE OF STATE PURCHASING HAS IN PLACE FOR BRAND NAME PERIPHERAL CONTRACTS.</i> </p> <p> <i>12. PATENT AND COPYRIGHT INFRINGEMENT: CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MACHINES OR PROGRAMING SUPPLIED HEREUNDER (EVEN IF SUCH MACHINES OR PROGRAMMING ARE MODIFIED BY THE STATE, SUBJECT TO THE PROVISION OF THE LAST PARAGRAPH OF THIS SECTION) INFRINGE A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COSTS, DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM. TO QUALIFY FOR SUCH DEFENSE AND PAYMENT, THE STATE MUST:</i> </p> <p> <i>(A) GIVE CONTRACTOR PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM AFTER BECOMING AWARE OF SUCH CLAIM; AND</i> </p> <p> <i>(B) ALLOW CONTRACTOR TO CONTROL, AND FULLY COOPERATE WITH</i> </p>			



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<p>CONTRACTOR IN, THE DEFENSE AND ALL RELATED SETTLEMENT NEGOTIATIONS. THE STATE WILL BE REIMBURSED FOR ALL EXPENSES INCURRED BY THE STATE IN FULLY COOPERATING WITH CONTRACTOR AS SPECIFICALLY REQUESTED BY CONTRACTOR. THE STATE IS NOT REQUIRED TO INCUR ANY EXPENSES SPECIFIED IN THIS PARAGRAPH (2) WHICH ARE NOT REIMBURSABLE BY CONTRACTOR..</p> <p>CONTRACTOR'S OBLIGATION UNDER THIS SECTION IS CONDITIONED ON THE STATE'S AGREEMENT THAT IF THE OPERATION OF THE MACHINES OR PROGRAMMING BECOME, OR IN CONTRACTOR'S OPINION ARE LIKELY TO BECOME, THE SUBJECT OF SUCH A CLAIM, THE STATE WILL PERMIT CONTRACTOR, AT ITS OPTION AND EXPENSE, EITHER TO PROCURE THE RIGHT FOR THE STATE TO CONTINUE USING THE MACHINES OR PROGRAMMING OR TO REPLACE OR MODIFY THEM WITH MACHINES OR PROGRAMMING WHICH ARE FUNCTIONALLY EQUIVALENT SO THAT THEY BECOME NON-INFRINGEMENT; AND, IF NEITHER OF THE FOREGOING ALTERNATIVES IS AVAILABLE ON TERMS WHICH ARE REASONABLE IN CONTRACTOR'S JUDGMENT AND SATISFACTORY TO THE STATE, THE STATE WILL RETURN THE MACHINES OR PROGRAMMING ON WRITTEN REQUEST BY CONTRACTOR AT CONTRACTOR'S EXPENSE. CONTRACTOR AGREES TO GRANT THE STATE A REFUND FOR RETURNED MACHINES AS DEPRECIATED. THE DEPRECIATION SHALL BE AN EQUAL AMOUNT PER YEAR OVER SIX YEARS.</p> <p>IN THE EVENT THAT CONTRACTOR'S WRITTEN REQUEST FOR RETURN IS MADE AFTER FULL DEPRECIATION, BUT THE MACHINES OR PROGRAMMING ARE IN USE OR IN TEMPORARY STORAGE FOR FUTURE USE BY THE STATE, THEN CONTRACTOR WILL PAY TO THE STATE AN AMOUNT EQUIVALENT TO THE FAIR MARKET LEASE OR LICENSE VALUE FOR COMPARABLE EQUIPMENT OR SOFTWARE UNTIL A STATE APPROPRIATION FOR SUBSTITUTE EQUIVALENT EQUIPMENT OR SOFTWARE IS OBTAINED OR FOR A PERIOD OF TWELVE (12) MONTHS, WHICHEVER IS SHORTER. DURING SUCH PERIOD, THE STATE SHALL USE ALL REASONABLE EFFORTS TO OBTAIN THE STATE APPROPRIATION. IN THE EVENT THAT THE STATE DOES NOT RETURN THE MACHINES OR PROGRAMMING IMMEDIATELY UPON RECEIPT OF CONTRACTOR'S REQUEST, THEN CONTRACTOR'S OBLIGATION UNDER THIS CLAUSE SHALL CEASE.</p> <p>CONTRACTOR SHALL HAVE NO OBLIGATION WITH RESPECT TO ANY SUCH CLAIM BASED UPON THE STATE'S MODIFICATION OF THE MACHINES OR PROGRAMMING OR THEIR COMBINATION, OPERATION OR USE WITH APPARATUS, DATA OR PROGRAMS NOT FURNISHED BY CONTRACTOR.</p> <p>13. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL ITEMS AND/OR SERVICES OFFERED IN HIS BID RESPONSE WHETHER OR NOT THE CONTRACTOR PRODUCES OR PROVIDES THEM. FURTHER, THE STATE SHALL CONSIDER THE CONTRACTOR TO BE THE SOLE POINT OF CONTACT WITH REGARD TO CONTRACTUAL MATTERS, INCLUDING PAYMENT OF ANY AND ALL CHARGES RESULTING FROM THE CONTRACT.</p> <p>14. APPLICABLE LAW: THE CONTRACT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA. VENUE OF ANY ACTION BROUGHT WITH REGARD TO THIS CONTRACT SHALL BE IN THE NINETEENTH JUDICIAL DISTRICT COURT, PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA</p> <p>15. WAIVER CLAUSE: WAIVER OF ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT SHALL NOT BE DEEMED A WAIVER OF ANY</p>			



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<p>PRIOR OR SUBSEQUENT BREACH. NO TERM OR CONDITION OF THIS CONTRACT SHALL BE HELD TO BE WAIVED, MODIFIED, OR DELETED EXCEPT BY THE WRITTEN CONSENT OF BOTH PARTIES.</p> <p>16. SEVERABILITY: IF ANY TERM OR CONDITION OF THIS CONTRACT OR THE APPLICATION THEREOF IS HELD INVALID, SUCH INVALIDITY SHALL NOT AFFECT OTHER TERMS, CONDITIONS OR APPLICATIONS WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID TERM, CONDITION OR APPLICATION; TO THIS END, THE TERMS AND CONDITION OF THIS CONTRACT ARE DECLARED SERVERABLE.</p> <p>17. RIGHT TO AUDIT: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS AND INTERNAL AUDITORS OF THE DIVISION OF ADMINISTRATION, OR OTHERS SO DESIGNATED BY THE DOA, SHALL HAVE THE OPTION TO AUDIT ALL ACCOUNTS DIRECTLY PERTAINING TO THE CONTRACT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF THE LAST PAYMENT MADE UNDER THIS CONTRACT OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. RECORDS SHALL BE MADE AVAILABLE DURING NORMAL WORKING HOURS FOR THIS PURPOSE.</p> <p>18. SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT TO THE DIVISION OF ADMINISTRATION, OFFICE OF STATE PURCHASING, THE FOLLOWING REPORTS ANNUALLY OR UPON REQUEST. IF REQUESTED THE REPORTS(S) SHOULD BE FURNISHED WITHIN THREE (3) WORKING DAYS.</p> <p>PRIME CONTRACTORS ARE REQUIRED TO FURNISH A CONTRACT USAGE REPORT REFLECTING GOVERNMENTAL SALES WITHIN THE MOST RECENT TWELVE (12) MONTH PERIOD, INCLUSIVE OF SALES BY ANY AUTHORIZED DISTRIBUTORS. THE REPORT SHOULD SHOW THE NAMES OF PURCHASING ENTITIES, THEIR ORDER NUMBERS, AND VENDOR CORRESPONDING INVOICE NUMBERS. IT SHOULD ALSO INCLUDE A SUMMARY OF THE TOTAL ORDER QUANTITIES AND DOLLARS BY INDIVIDUAL CONTRACT LINE NUMBERS. WE RESERVE THE RIGHT TO REQUIRE COPIES OF ORDERS AND INVOICES TO SUBSTANTIATE VENDOR USAGE REPORT FOR AUDIT PURPOSES. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES WILL RESULT IN CANCELLATION OF BRAND NAME CONTRACTS WITHOUT COSIDERATION FOR REESTABLISHMENT FOR A PERIOD OF TWO (2) YEARS. ALSO,INDIVIDUAL ITEMS WITH NO USAGE MAY BE DELETED UNLESS THESE CAN ALSO BE SUBSTANTIATED BY COPIES OF PURCHASE ORDERS FROM STATE AGENCIES.</p> <p>19. EQUIPMENT TO BE FURNISHED MUST BE THE MANUFACTURER 'S CURRENT STATE -OF - THE-ART AND MUST BE CERTIFIED TO BE IN CURRENT NEW PRODUCTION. ALL EQUIPMENT DELIVERED UNDER THIS CONTRACT MUST BE NEW. REFURBISHED EQUIPMENT IS NOT ACCEPTABLE.</p> <p>THIS IS A BRAND NAME CONTRACT. THEREFORE, ALL ITEMS FURNISHED, MUST BE THE BRAND SPECIFIED. SUBSTITUTIONS ARE NOT ACCEPTABLE. ALL ITEMS OF SIGNIFICANT COST MUST BE LEGALLY LABELED AS THE BRAND NAME SPECIFIED IN THE CONTRACT. IN CERTAIN CASES, THIS WOULD REQUIRE THAT THERE BE A LEGAL AGREEMENT BETWEEN THE ORIGINAL EQUIPMENT MANUFACTURER AND THE PRIVATE LABEL DISTRIBUTOR, ALLOWING THE PRIVATE LABEL DISTRIBUTOR TO LABEL AND MARKET THE PRODUCT AS THE BRAND</p>			



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<p><i>SPECIFIED.</i></p> <p><i>EXAMPLE: ON A CONTRACT FOR ABC BRAND NAME PERIPHERALS A SYSTEM COULD NOT INCLUDE A MONITOR LABELED "IBM" OR A PRINTER LABELED "EPSON". AN AGREEMENT WOULD HAVE TO EXIST WHICH WOULD ALLOW ABC COMPANY TO MARKET THESE PRODUCTS AND LABEL THEM AS ABC BRAND.</i></p> <p><i>IT IS THE BIDDER'S RESPONSIBILITY TO ASSURE THAT ALL ITEMS BID MEET THE ABOVE CRITERIA. ITEMS DELIVERED TO AN AGENCY NOT IN ACCORDANCE WITH THESE CRITERIA WILL BE SUBJECT TO RETURN AT THE VENDOR'S EXPENSE AND POSSIBLY OTHER LEGAL ACTION.</i></p> <p><b>20. CONSISTENT COMPONTENT SUPPLY:</b></p> <p><i>VENDOR MUST AGREE AND COMMIT TO COMPONENT CONSISTENCY WITHIN A PRODUCT LINE. SPECIFICALLY, BUT NOT LIMITED TO ENHANCEMENT ACCESSORIES AND SUPPLIES.</i></p> <p><b>21. TECHNICAL SUPPORT EXPERIENCE:</b></p> <p><i>IN ORDER FOR THE STATE OF LOUISIANA TO ENSURE QUALITY OF SERVICE, ANY BRAND NAME EQUIPMENT, CONTRACT VENDOR MUST MEET THE FOLLOWING:</i></p> <p><b>22. THE CONTRACTOR OF A BRAND NAME STATE CONTRACT MAY USE A THIRD PARTY WARRANTY SERVICE PROVIDER WHEN DEMAND FOR SUPPORT OR REPAIR IS GREATER THAN THAT WHICH THE CONTRACTOR'S IN-HOUSE SUPPORT TEAM CAN PROVIDE. AT NO TIME DOES THIS RELIEVE THE CONTRACT VENDOR OF HIS RESPONSIBILITY TO ANY AND ALL REQUIREMENTS THAT THE OFFICE OF STATE PURCHASING HAS IN PLACE FOR BRAND NAME EQUIPMENT CONTRACTS. ALTHOUGH THIRD PARTY WARRANTY SERVICE PROVIDERS ARE ACCEPTABLE, THIS IS NOT THE PREFERRED METHOD OF WARRANTY REPAIR AND SUPPORT. HOWEVER, IF A THIRD PARTY WARRANTY PROVIDER(S) IS UTILIZED, IT IS INCUMBENT ON THE CONTRACT VENDOR TO PROVIDE EVIDENCE OF THE DESIGNATED SERVICE PROVIDER'S COMPLIANCE TO NUMBER TWO (2) BELOW.</b></p> <p><b>23. THE CONTRACT VENDOR, OR THE DESIGNATED THIRD PARTY SERVICE PROVIDER(S) SHALL BE CERTIFIED SERVICE TECHNICIANS OR MANUFACTURER'S TRAINED SERVICE TECHNICIANS TO FULFILL THE WARRANTY AND SERVICE NEEDS OF CONTRACT EQUIPMENT. MANFACTURER'S TRAINING MUST BE FOR THE BRAND NAME EQUIPMENT AS SPECIFIED. THE CONTRACT VENDOR IS REQUIRED TO FURNISH THE OFFICE OF STATE PURCHASING PROOF OF ALL TRAINING. ALL SUPPORT PERSONNEL MUST HAVE A MINIMUM OF ONE (1) YEAR OF HANDS-ON TECHNICAL EXPERIENCE ON THE SAME TYPE OF EQUIPMENT.</b></p> <p><b>24. BIDDER SHOULD SUBMIT WITH HIS BID PROOF OF CERTIFICATION OR TRAINING.</b></p> <p><b>25. VENDOR AGREES TO PROVIDE CUSTOMER WITH AT LEAST ONE COPY OF ALL INSTRUCTIVE MATERIAL NECESSARY TO THE EFFECTIVE OPERATION OF THE PURCHASED EQUIPMENT, AT NO ADDITIONAL COST TO CUSTOMER, AND TO PROVIDE TO THE CUSTOMER AT NO ADDITIONAL COST ALL SUBSEQUENT UPDATES AND CORRECTIONS.</b></p>			



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<div>26. LIST A "HOT LINE" TELEPHONE NUMBER, IF AVAILABLE, FOR USERS TO CALL FOR TECHNICAL ASSISTANCE.</div> <div>(AREA CODE) ( )</div> <div>*****</div> <div>FULL SERVICE MAINTENANCE:</div> <div>1. CONTRACTOR IS REQUIRED TO HAVE AN AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) LOCATED WITHIN, OR NEAR THE STATE OF LOUISIANA, IN ORDER TO PROVIDE THE MAINTENANCE COVERAGE LISTED. ALL SERVICES ARE TO BE PERFORMED BY FACTORY CERTIFIED TECHNICIANS. SERVICE PROVIDERS ARE TO HAVE ACCESS TO FACTORY TECHNICAL SUPPORT AND UPDATES FOR ALL SERVICE MANUALS.</div> <div>2. THE FULL SERVICE MAINTENANCE COST IS INCLUSIVE OF ALL COST FOR FULL PREVENTATIVE MAINTENANCE, EMERGENCY CALLS, TRAVEL, PARTS, LABOR AND ALL OTHER CHARGES REQUIRED TO KEEP THE EQUIPMENT FULLY OPERATIONAL AND MAINTAINED IN GOOD WORKING CONDITION FOR A PERIOD OF ONE (1) YEAR. ALL MAINTENANCE TO BE PERFORMED ON SITE. ALL PARTS FURNISHED ARE TO BE FACTORY DIRECT.</div> <div>3. EQUIPMENT MAINTAINED BY CONTRACTOR 'S AUTHORIZED REPRESENTATIVE UNDER PRIOR WARRANTY AND/OR MAINTENANCE SERVICE AGREEMENTS WILL NOT BE SUBJECT TO CHARGES FOR INSPECTION AND/OR REPAIRS NECESSARY TO BRING EQUIPMENT UP TO GOOD OPERATING CONDITION EXCEPT IN INSTANCES WHERE REPAIRS REQUIRED ARE DUE TO ABUSE AND/OR NEGLECT ON THE PART OF OPERATING PERSONNEL.</div> <div>4. MACHINES BEING PLACED UNDER MAINTENANCE SERVICE SHALL BE IN GOOD OPERATING CONDITION AND SHALL BE SUBJECT TO PRIOR INSPECTION AT THE OPTION OF THE CONTRACTOR, EXCEPT AS STATED ABOVE.</div> <div>CONTRACTOR MUST SUBMIT TO AGENCIES AND ITEMIZED COST ESTIMATE (AT CONTRACT MAINTENANCE RATES) OF NECESSARY REPAIRS. USING AGENCIES MUST PROVIDE WRITTEN AUTHORIZATION TO CONTRACTOR PRIOR TO CONTRACTOR PERFORMING NECESSARY REPAIRS.</div> <div>5. MAINTENANCE AGREEMENT SHALL INCLUDE BOTH PREVENTIVE MAINTENANCE AND REMEDIAL MAINTENANCE (UNSCHEDULED REPAIR SERVICE)</div> <div>6. MAINTENANCE SHALL BE PERFORMED DURING NORMAL WORKING HOURS (8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS).</div> <div>7. CONTRACTOR'S SERVICE PERSONNEL MUST CONTACT AUTHORIZED PERSONNEL AT THE USING AGENCY PRIOR TO PERFORMING SERVICE</div>			



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*INSPECTIONS.*

*8. CONTRACTOR SHALL BE AVAILABLE ON-SITE WITHIN SIXTEEN (16) WORKING HOURS, EXCLUDING HOLIDAYS AND WEEKENDS.*

*9. PAYMENT WILL BE MADE FOR THE NUMBER OF MONTHS IN WHICH SERVICE WAS ACTUALLY RENDERED.*

*10. FOR DISCONTINUATION OF MAINTENANCE PRIOR TO THE END OF THE CONTRACT PERIOD, THE USING AGENCY WILL BE REQUIRED TO GIVE THIRTY (30) DAYS WRITTEN NOTICE EXCEPT FOR REASONS OF (A) NON-APPROPRIATION OF FUNDS BY THE LEGISLATURE, OR (B) THE END OF THE MAINTENANCE PERIOD IDENTIFIED IN THE ORDER, OR (C) DEFAULT OF THE CONTRACTOR, OR (D) THE END OF THE FISCAL YEAR.*

*CONTRACT REVISIONS:*

*REQUESTS FOR REVISIONS TO THIS CONTRACT WILL BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER TO THE CONTRACT ITEM NUMBER (WITH BRIEF EXPLANATION OF REQUEST). DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND ITEM DELETIONS MAY BE REQUESTED AT ANY TIME DURING THE CONTRACT PERIOD. REQUEST FOR NEW ITEM ADDITIONS SHALL BE MADE IN ACCORDANCE WITH THE "PROCEDURES FOR REQUESTING CHANGES TO AN EXISTING BRAND NAME CONTRACT" MOST CURRENT EDITION AT THE TIME OF BID OPENING. THESE PROCEDURES MAY BE OBTAINED FROM OUR WEBSITE, [WWW.STATE.LA.US/OSP/OSP.HTM](http://WWW.STATE.LA.US/OSP/OSP.HTM) UNDER THE VENDOR CENTER, HOW TO DO BUSINESS WITH THE STATE OF LA, SECTION 7.12.*

*CONTRACTOR MUST IMMEDIATELY NOTIFY THE DIVISION OF ADMINISTRATION WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED, OR NOTIFICATION BY THE DIVISION OF ADMINISTRATION MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING.*

*ASSIGNMENT: THE CONTRACTOR SHALL NOT ASSIGN ANY INTEREST IN THIS CONTRACT BY ASSIGNMENT, TRANSFER, OR NOVATION WITHOUT PRIOR WRITTEN CONSENT OF THE STATE. THIS PROVISION SHALL NOT BE CONSTRUED TO PROHIBIT THE CONTRACTOR FROM ASSIGNING HIS BANK, TRUST COMPANY, OR OTHER FINANCIAL INSTITUTION ANY MONEY DUE OR TO BECOME DUE FROM APPROVED CONTRACTS WITHOUT SUCH PRIOR WRITTEN CONSENT. NOTICE OF ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE FURNISHED PROMPTLY TO THE STATE.*

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*BIDDER'S CERTIFICATION OF EEOC AND ADA COMPLIANCE*

*THE DIVISION OF ADMINISTRATION OF THE STATE OF LOUISIANA IS AN EQUAL OPPORTUNITY EMPLOYER AND LOOKS TO ITS CONTRACTORS, SUBCONTRACTORS, VENDORS, AND SUPPLIERS TO TAKE AFFIRMATIVE ACTION TO EFFECT THIS COMMITMENT IN ITS OPERATIONS.*



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BY SUBMITTING AND SIGNING THIS BID, BIDDER CERTIFIES THAT HE AGREES TO ADHERE TO THE MANDATES DICTATED BY TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974; SECTION 503 OF THE REHABILITATION ACT OF 1973- SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED; AND THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES THAT HE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.

BIDDER FURTHER AGREES TO KEEP INFORMED OF AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, AND REGULATIONS WHICH AFFECT HIS EMPLOYEES OR PROSPECTIVE EMPLOYEES.

ANY PERSON WHO IS A "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY 42 USC 12131 OF THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID ON THIS PROCUREMENT AND WHO DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NO LATER THAN SEVEN (7) WORKING DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUESTED ACCOMMODATIONS CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE SO INFORMED PRIOR TO THE BID OPENING DATE.

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#### INSTRUCTIONS TO BIDDERS

1. BIDDERS MUST QUOTE ACTUAL DISCOUNTED PRICES OFFERED TO THE STATE FOR EACH INDIVIDUAL LINE ITEM AS REQUESTED IN THE BID.
2. ENTIRE BID SHOULD BE RETURNED AND PROPERLY EXECUTED.
3. AWARD MAY BE HELD FOR SIXTY (60) DAYS PENDING EVALUATION.
4. THE DIRECTOR OF STATE PURCHASING, WHEN REQUESTED, MAY GRANT SPECIAL PERMISSION FOR QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS OF THE STATE TO PURCHASE THROUGH THE STATE PURCHASING SECTION OR TO PURCHASE FROM COMMODITY CONTRACTS MADE BY THE PURCHASING SECTION.

THE BIDDER MAY, AT HIS OPTION, AMEND HIS BID SO THAT ANY BID SUBMITTED HEREIN DOES NOT APPLY TO QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS OF THE STATE. THE BIDDER MAY EXERCISE HIS OPTION BY SO INDICATING BELOW:

BIDDER HEREBY AMENDS HIS BID SO THAT ANY BID SUBMITTED HEREIN DOES NOT APPLY TO QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE DESCRIBED LINE CONSTITUTES A WAIVER BY BIDDER OF THE ABOVE OPTION.



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<p>5. BIDDERS ARE TO SUBMIT WITH THEIR BID THE MOST RECENT GSA PRICE SCHEDULE COVERING ALL ITEMS BID. IN THE EVENT THAT A GSA PRICE SCHEDULE IS UNAVAILABLE, EITHER THE MANUFACTURER'S/BIDDER'S PUBLIC COMMERCIAL PRICE LIST OR A SIGNED NOTARIZED TYPE LISTING OF PRICES COVERING ALL ITEMS BID SHOULD BE SUBMITTED.</p> <p>SUCH PRICE LISTS ARE FOR INFORMATION PURPOSES ONLY AND THE TERMS AND CONDITIONS CONTAINED THEREIN WILL NOT BE APPLICABLE TO THIS AGREEMENT.</p> <p>6. BIDDER SHOULD SUBMIT WITH BID A COPY OF THE CURRENT STANDARD WARRANTY OFFERED BY THE MANUFACTURER FOR THE EQUIPMENT BID. (SEE WARRANTY REQUIREMENTS UNDER GENERAL CONDITIONS)</p> <p>7. IF NOT THE MANUFACTURER, BIDDER SHOULD SUBMIT WITH HIS BID DOCUMENTATION FROM THE MANUFACTURER SHOWING THAT THE BIDDING COMPANY IS AUTHORIZED TO SELL AND SERVICE THE PRODUCTS BID. IF NOT AUTHORIZED TO SERVICE THE PRODUCTS BID, BUT UTILIZING A THIRD PARTY CONTRACTOR WHO IS AUTHORIZED TO PROVIDE SUCH SERVICE, LIST THE NAME, ADDRESS AND PHONE NUMBER OF THE THIRD PARTY CONTRACTOR BELOW AND PROVIDE DOCUMENTATION OF AUTHORIZATION.</p> <table border="1"><thead><tr><th>CONTRACTOR NAME</th><th>ADDRESS</th><th>TELEPHONE NO.</th></tr></thead><tbody><tr><td colspan="3">CONTACT PERSON</td></tr></tbody></table> <p>*****</p> <p>BASIS OF AWARD</p> <p>IT IS THE INTENTION OF THE DIVISION OF ADMINISTRATION TO AWARD THIS CONTRACT ALL-OR-NONE TO THE RESPONSIVE AND RESPONSIBLE BIDDER MEETING THE REQUIREMENTS OF THE BID SPECIFICATIONS AND OFFERING THE OVERALL LOWEST PRICES.</p> <p>*****</p> <p>THE PRICE LIST IS FOR EVALUATION AND AWARD PURPOSES ONLY AND SHOULD BE SUBMITTED WITH BID.</p> <p>FOR EVALUATION AND AWARD, THE OFFICE OF STATE PURCHASING RESERVES THE RIGHT TO SEEK CLARIFICATION.</p> <p>*****</p> <p>NOTICE TO BIDDERS:</p> <p>1. ALL BIDDERS MUST BE AUTHORIZED BY THE MANUFACTURER TO SELL THE PRODUCTS BID. THE BIDDER MUST ALSO PROVIDE SERVICE THROUGH A</p>				CONTRACTOR NAME	ADDRESS	TELEPHONE NO.	CONTACT PERSON		
CONTRACTOR NAME	ADDRESS	TELEPHONE NO.							
CONTACT PERSON									



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MANUFACTURER 'S AUTHORIZED SERVICE SUPPLIER. IF THE BIDDER IS NOT THE AUTHORIZED SERVICE SUPPLIER, HE MUST SUBMIT THE NAME OF THE THIRD PARTY CONTRACTOR THAT WOULD PERFORM ALL SERVICES NEEDED. SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR THE WORK OF THE THIRD PARTY CONTRACTOR. THE OFFICE OF STATE PURCHASING WILL VERIFY THESE AUTHORIZATIONS. THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO REQUIRE ANY CURRENT DOCUMENTATION TO SUBSTANTIATE ANY THIRD PARTY CONTRACTOR 'S RELATIONSHIP WITH THE MANUFACTURER .

2. THE STATE OF LOUISIANA SHALL AWARD THIS CONTRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS INVITATION FOR BIDS. CONTACTORS SHOULD REFRAIN FROM SUBMITTING EXCEPTIONS OR CLARIFICATIONS TO THE STATE'S TERMS AND CONDITIONS; HOWEVER, IF A CONTRACTOR DOES SUBMIT EXCEPTIONS OR CLARIFICATIONS ITS BID MAY BE REJECTED. IN NO INSTANCE SHALL AN EXCEPTION OR CLARIFICATION TAKE PRECEDENT OVER THE TERMS AND CONDITIONS CONTAINED IN THE INVITATION FOR BIDS.

3. ALL DOCUMENTATION REQUESTED IN THIS INVITATION TO BID SHOULD BE PROVIDED WITH YOUR BID. ANY DOCUMENTATION, VERIFICATION OR CLARIFICATION REQUESTED DURING THE EVALUATION MUST BE PROVIDED BY THE DATE REQUIRED IN THE REQUEST. FAILURE TO PROVIDE THE REQUESTED INFORMATION IN THE TIME ALOTTED MAY ELIMINATE YOUR BID FROM CONSIDERATION.

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VENDOR LIST

THE VENDOR WHO SIGNS THE EXECUTION OF BID PAGE CONTAINED HEREIN SHALL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS PROPOSAL. IF ADDITIONAL VENDORS ARE AUTHORIZED TO RECEIVE RELEASE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

PLEASE GIVE COMPLETE BUSINESS ADDRESS OF ALL VENDORS WHO ARE AUTHORIZED TO ACCEPT RELEASE ORDERS AGAINST THIS CONTRACT.

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REQUESTS FOR ALL REVISIONS TO THIS CONTRACT MUST BE SUBMITTED IN WRITING BY THE REPRESENTATIVE AUTHORIZED TO SIGN THE EXECUTION OF BID SHEET, UNLESS OTHERWISE STATED HEREIN.

I \_\_\_\_\_, DULY AUTHORIZED TO EXECUTE THIS CONTRACT, HEREBY DELEGATE THE FOLLOWING PERSON/PERSONS TO SUBMIT WRITTEN REQUESTS FOR REVISIONS TO THIS CONTRACT:



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1.) \_\_\_\_\_  
NAME TITLE

2.) \_\_\_\_\_  
NAME TITLE

3.) \_\_\_\_\_  
NAME TITLE

BRIEFLY STATE ANY RESTRICTIONS AS TO TYPE OF REVISIONS DELEGATES MAY REQUEST.

COMMENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6 SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT.

THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, QUANTITY PURCHASED BY VENDORS PART NUMBER, BCI GROUP SIZE AND TOTAL AMOUNT PER BATTERY TYPE PURCHASED.



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL AR-E SERIES TIME/DATE STAMP WITHOUT CLOCK FACE WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00002	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL ARC-E SERIES TIME AND DATE STAMP, WITH ANALOG CLOCK FACE WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCKS AND STAINLESS STEEL PAPER PLATE.  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00003	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL ARL-E DIGITAL SERIES TIME AND DATE STAMP, WITH DIGITAL CLOCK FACE WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00004	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL AD-E SERIES DATE STAMP, MANUALLY SET DATE WHEELS, AUTOMATIC STAMPING WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00005	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL AN-E SERIES NUMBERING STAMP, SIX DIGIT NUMBERING (UP TO 5 MANUAL WHEELS AS OPTION) WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00006	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL ADN-E SERIES NUMBERING AND DATE STAMP, SIX DIGIT NUMBERING, MANUALLY SET DATE WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	APPLICABLE)				
00007	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL C724-E SERIES TIME, DATE AND NUMBERING STAMP, AUTOMATIC, CONSECUTIVE NUMBER, TIME AND DATE, WITH-OUT CLOCK WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00008	COMMODITY CODE: 195-68-064737  RAPIDPRINT MODEL C724L-E DIGITAL SERIES TIME, DATE, AND NUMBERING STAMP, AUTOMATIC, CONSECUTIVE NUMBER, TIME AND DATE WITH DIGITAL CLOCK WITH ELECTRONIC CIRCUITRY FOR ADJUSTABLE PRINT SELECTION SOLID BRASS TYPEWHEEL, METAL HOUSING WITH STURDY CASE LOCK AND STAINLESS STEEL PAPER PLATE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00009	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION MILITARY TIME (0-23 HRS., 00-59 MINUTES) A SERIES TIME STAMPS ONLY  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00010	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION ISO STANDARD SEQUENCE NUMERIC MONTH AND MILITARY TIME (PRINTS 99 12 21 23 59)  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00011	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION SIXTH MINUTE (ADVANCES EVERY TEN SECONDS, PRINTS 99 MAY 31 A 12:59*2)  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00012	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION HALF MINUTE (ADVANCES EVERY THIRTY SECONDS, PRINTS 99 MAY 31 A 12:59.5)  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00013	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION JULIAN DATE (NUMERICAL DATE, PRINTS 99 365 AM 12:59)	1	EACH		



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____				
00014	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION DUPLICATE, TRIPLICATE, OR QUADRUPLICATE ACTION IN PLACE OF CONSECUTIVE (NUMBERING STAMPS ONLY)  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00015	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION LETTER OR DASH WHEELS 10 CHARACTERS PER WHEEL (NUMBERING STAMPS ONLY)  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00016	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION NUMBER WHEELS-MANUALLY SET (NUMBERING STAMPS ONLY)  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00017	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION MONTH OTHER THAN ENGLISH	1	EACH	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
_____	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00018	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION FOREIGN AM/PM EQUIVALENT  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00019	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION REVERSE PRINT (FOR LOCATING IMPRINT AT BOTTOM OF DOCUMENT) A SERIES  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00020	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION REVERSE PRINT (FOR LOCATING IMPRINT AT BOTTOM OF DOCUMENT) C724 SERIES  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00021	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION TOUCH BAR (CAN BE SUPPLIED WITH TRIGGER TRIP (SPECIFY))	1	EACH	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
_____	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00022	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION TOUCH BAR (CAN BE SUPPLIED WITHOUT TRIGGER TRIP (SPECIFY))  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00023	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION PAPER GUIDE - A & V MODELS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00024	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION PAPER GUIDE - C724 MODELS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00025	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION EXTENDED TRIGGER (FOR PRINT LOCATION LESS THAN 1 3/16 FROM EDGE OF PAPER)-A & V MODELS	1	EACH	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
_____	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00026	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION EXTENDED TRIGGER (FOR PRINT LOCATION LESS THAN 1 3/16 FROM EDGE OF PAPER)-C724 MODELS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00027	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION VISUAL COUNTER (5 DIGIT, KEY RESET; NOT AVAILABLE ON ARC-E AND ARL-E MODELS)  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00028	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION WORD ROLL (SIX SIDED; TAKES PLACE OF UPPER DIE; ENGRAVED NOT INCLUDED)  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00029	COMMODITY CODE: 195-68-064737	1	EACH	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	RAPIDPRINT OPTION REMOVABLE DIE-UPPER (RST) POSITION (SPECIFY) ENGRAVING NOT INCLUDED				
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00030	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION REMOVABLE DIE-LOWER (RSB) POSITION (SPECIFY) ENGRAVING NOT INCLUDED  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00031	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION REPEAT SWITCH (OPTION TO REPEAT NUMBERS)  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00032	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION PUSH BUTTON (FOR MANUAL STAMPING) (SPECIFY)  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00033	COMMODITY CODE: 195-68-064737	1	EACH		



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	RAPIDPRINT OPTION PUSH BUTTON (FOR NUMBER ADVANCE) (SPECIFY)  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____				
00034	COMMODITY CODE: 195-68-064737  RAPIDPRINT OPTION ELECTRIC SECURITY LOCK (PREVENTS UNAUTHORIZED STAMPING INDIVIDUALLY KEYED)  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____	1	EACH	_____	_____
00035	COMMODITY CODE: 195-68-064737  RAPIDPRINT RIBBONS #5650 AVAILABLE IN BLACK, PURPLE, RED & GREEN (SPECIFY COLOR ON ORDER)  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____	1	EACH	_____	_____
00036	COMMODITY CODE: 939-18-064738  RAPIDPRINT MAINTENANCE FOR "A" SERIES TIME STAMPS, NUMBERING MACHINES, AND DATERS, 1 - 2 UNITS  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____	1	MO	_____	_____
00037	COMMODITY CODE: 939-18-064738	1	MO	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	RAPIDPRINT MAINTENANCE FOR "A" SERIES TIME STAMPS NUMBERING MACHINES, AND DATERS 3-5 UNITS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00038	COMMODITY CODE: 939-18-064738  RAPIDPRINT MAINTENANCE FOR "A" SERIES TIME STAMPS NUMBERING MACHINES, AND DATERS 6 OR MORE UNITS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	MO	_____	_____
00039	COMMODITY CODE: 939-18-064738  RAPIDPRINT MAINTENANCE FOR C724 SERIES TIME, DATE, NUMBERING STAMP 1-2 UNITS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	MO	_____	_____
00040	COMMODITY CODE: 939-18-064738  RAPIDPRINT MAINTENANCE FOR C724 SERIES TIME, DATE, NUMBERING STAMP 3-5 UNITS  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	MO	_____	_____
00041	COMMODITY CODE: 939-18-064738	1	MO	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<b>RAPIDPRINT MAINTENANCE FOR C724 SERIES TIME, DATE, NUMBERING STAMP 6 OR MORE UNITS</b>  <b>SPECIFY BRAND (&amp; NUMBER IF APPLICABLE)</b> _____				
00042	<b>COMMODITY CODE: 939-18-064738</b>  <b>RAPIDPRINT OPTION-UPPER DIE PLATE WITH ENGRAVING FOR 1 LINE OF TEXT</b>  <b>CUSTOMER TO SPECIFY ENGRAVING INFO. AT POINT OF ORDER</b>  <b>SPECIFY BRAND (&amp; NUMBER IF APPLICABLE)</b> _____	1	EACH	_____	_____
00043	<b>COMMODITY CODE: 939-18-064738</b>  <b>RAPIDPRINT OPTION-UPPER DIE PLATE WITH ENGRAVING FOR 2 LINES OF TEXT</b>  <b>CUSTOMER TO SPECIFY ENGRAVING INFO. AT POINT OF ORDER</b>  <b>SPECIFY BRAND (&amp; NUMBER IF APPLICABLE)</b> _____	1	EACH	_____	_____
00044	<b>COMMODITY CODE: 939-18-064738</b>  <b>RAPIDPRINT OPTION-UPPER DIE PLATE WITH ENGRAVING FOR 3 LINES OF TEXT</b>  <b>CUSTOMER TO SPECIFY ENGRAVING INFO. AT POINT OF ORDER</b>	1	EACH	_____	_____



PRICE SHEET		INVITATION TO BID			
NUMBER : 2188087 OPEN DATE : 05/06/04      TIME: 10:00 AM T-NUMBER : 92149		BIDDER:			PAGE 33
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____				
00045	COMMODITY CODE: 939-18-064738  RAPIDPRINT OPTION-UPPER DIE PLATE WITH ENGRAVING FOR 4 LINES OF TEXT.  CUSTOMER TO SPECIFY ENGRAVING AT INFO. AT TIME OF ORDER.  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00046	COMMODITY CODE: 939-18-064738  RAPIDPRINT OPTION-DIE PLATE WITH ENGRAVING FOR 1 LINE OF TEXT  CUSTOMER TO SPECIFY ENGRAVING INFO. AND UPPER OR LOWER DIE PLATE AT TIME OF ORDER  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	EACH	_____	_____
00047	COMMODITY CODE: 939-18-064738  RAPIDPRINT OPTION-DIE PLATE WITH ENGRAVING FOR 2 LINES OF TEXT  CUSTOMER TO SPECIFY ENGRAVING INFO. AND UPPER OR LOWER DIE PLATE AT TIME OF ORDER  SPECIFY BRAND (& NUMBER IF	1	EACH	_____	_____



PRICE SHEET		INVITATION TO BID			
NUMBER : 2188087 OPEN DATE : 05/06/04      TIME: 10:00 AM T-NUMBER : 92149		BIDDER:			PAGE 34
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	APPLICABLE)				
00048	COMMODITY CODE: 939-18-064738  RAPIDPRINT OPTION-DIE PLATE WITH ENGRAVING FOR 3 LINES OF TEXT  CUSTOMER TO SPECIFY ENGRAVING INFO. AND UPPER OR LOWER DIE PLATE AT TIME OF ORDER  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00049	COMMODITY CODE: 939-18-064738  RAPIDPRINT OPTION-DIE PLATE WITH ENGRAVING FOR 4 LINES OF TEXT.  CUSTOMER TO SPECIFY ENGRAVING INFO. AND UPPER OR LOWER DIE PLATE AT TIME OF ORDER  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00050	COMMODITY CODE: 195-68-064737  SHIPPING CHARGE: THIS CHARGE IN ONLY APPLICABLE TO ORDERS THAT DO NOT MEET THE MINIMUM ORDER AMOUNT OF \$50.00. (SHIPPING CHARGE MAY NOT EXCEED 5.00)  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	DISC		



PRICE SHEET		INVITATION TO BID			
NUMBER : 2188087 OPEN DATE : 05/06/04 T-NUMBER : 92149		BIDDER:			PAGE 35
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
<div></div>					